

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA

BP WEST COAST PRODUCTS LLC,  
Plaintiff and Counter-Defendants,  
vs.

CROSSROAD PETROLEUM, INC. et al.,  
Defendants and Counter-Plaintiffs,  
vs.  
THRIFTY OIL CO.,  
Counter-Defendant.

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AND RELATED CONSOLIDATED  
ACTIONS

CASE NO. 12CV665

**ORDER DENYING EMERGENCY  
EX PARTE MOTIONS FOR  
INJUNCTIVE RELIEF AND/OR  
INTERIM EQUITABLE RELIEF  
PURSUANT TO THE PMPA AND  
IN COMPLIANCE WITH FRAP  
RULE 8**

(ECF Nos. 46, 48)

Presently before the Court is the Franchisees' Emergency Ex Parte Motion for Injunctive Relief and/or Interim Equitable Relief Pursuant to the Petroleum Marketing Practices Act, 15 U.S.C. § 2801, *et seq.*, and in Compliance with Federal Rule of Appellate Procedure 8, (ECF No. 46), and Crossroad Petroleum's motion for the same, (ECF No. 48). The Court denied the Franchisees' and Crossroad's motions for temporary restraining orders ("TRO") in an Order dated April 19, 2012. (Order, ECF No. 43) The Franchisees and Crossroad immediately filed Notices of Appeal, (ECF Nos. 45, 47), and followed up with the instant renewed requests for injunctive relief and a stay pending appeal of the Court's Order denying their prior request.

1           The motions are **DENIED**. The Court has already declined to issue a TRO in this matter.  
 2 The Court will not reconsider its prior Order, and the moving parties have not given any basis for  
 3 the Court to do so. *See Sch. Dist. No. 1J v. ACandS, Inc.*, 5 F.3d 1255, 1263 (9th Cir. 1993)  
 4 (indicating that reconsideration of a prior order is “appropriate if the district court (1) is presented  
 5 with newly discovered evidence; (2) committed clear error or the initial decision was manifestly  
 6 unjust; or (3) if there is an intervening change in controlling law”). The Court declines to give the  
 7 Franchisees yet another bite at the apple<sup>1</sup>; their recourse now is before the appellate court.

8           To the extent the Franchisees are requesting a stay pending their appeal of this Court’s  
 9 Order, that request is also **DENIED**. The requested stay would be tantamount to issuing the exact  
 10 relief the Court has already declined to issue, as the Franchisees apparently recognize.  
 11 (Franchisees’ Emergency Mot. 9, ECF No. 46 (“Although it might seem ironic that the Court  
 12 should grant injunctive relief awaiting the appeal of the Court’s denial of injunctive relief awaiting  
 13 the appeal of the Court’s denial of injunctive relief, none-the-less such is the case.”); Crossroad’s  
 14 Emergency Mot. 5, ECF No. 48 (same))

15           **IT IS SO ORDERED.**

16  
 17 DATED: April 23, 2012

  
 18 Honorable Janis L. Sammartino  
 19 United States District Judge

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 22           <sup>1</sup> Even considering the only unique argument raised by the Franchisees in their emergency  
 23 motion, the Court’s position is unchanged. The Franchisees assert that “BP has extended the terms  
 24 of the expiration of the underlying leases numerous times on numerous locations,” (Franchisees’  
 25 Emergency Mot. 10, ECF No. 46), in an effort to convince the Court that an injunction against  
 26 BPWCP would not impermissibly enjoin Thrifty because BPWCP “has the right to extend the Leases  
 27 beyond the termination date,” (*id.* at 14). But the fact that BPWCP has extended many of the  
 28 underlying leases past the termination date does not suggest that it has the *right* to do so absent  
 Thrifty’s acquiescence. Indeed, Thrifty contends that “these extensions were the product of  
 negotiations between Thrifty, BP, and Tesoro.” (Thrifty Resp. in Opp’n to Emergency TROs 2, ECF  
 No. 52) The Court encourages the Franchisees, BPWCP, Thrifty, and Tesoro to negotiate again to  
 defer the turnover dates until after the Ninth Circuit has had a chance to rule on these complex issues,  
 but the Court cannot and will not require Thrifty to extend the leases throughout the pendency of this  
 litigation.